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BellSouth Telecommunications, Inc  
333 Commerce Street  
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Nashville, TN 37201-3300

guy hicks@bellsouth.com

Guy M. Hicks  
General Counsel

615 214 6301  
Fax 615 214 7406

T.R.A. DOCKET ROOM

October 12, 2004

VIA HAND DELIVERY

Hon. Pat Miller  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

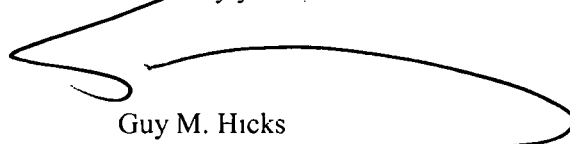
Re. *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Global Crossing Local Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. 04-00349

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Global Crossing Local Services, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated October 18, 2003. The first Amendment adds Merged Tandem Switching to the Agreement and the second Amendment relates to Local Number Portability Recovery.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Diane Peters, Director – Regulatory Services, Global Crossing Local Services, Inc.  
Michael J. Shortley III, Senior Associate General Counsel, Global Crossing Local Services, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Global Crossing Local Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENTS TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND GLOBAL CROSSING LOCAL SERVICES, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Global Crossing Local Services, Inc. ("Global Crossing") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated October 18, 2003 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Global Crossing and BellSouth state the following:

1. Global Crossing and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Global Crossing. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 8, 2003.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment adds Melded Tandem Switching to the Agreement and the second Amendment relates to Local Portability Recovery. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Global Crossing and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and Global Crossing within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Global Crossing and BellSouth aver that the Amendments are consistent with the standards for approval

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Global Crossing and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 12<sup>th</sup> day of Oct, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

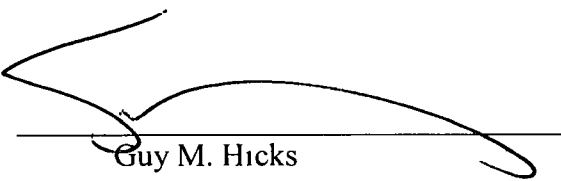
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 12<sup>th</sup> day of Oct, 2004:

Diane Peters  
Director – Regulatory Services  
Global Crossing Local Services, Inc.  
1080 Pittsford-Victor Road  
Pittsford, NY 14534

Michael J. Shortley III  
Senior Associate General Counsel  
Global Crossing Local Services, Inc.  
1080 Pittsford-Victor Road  
Pittsford, NY 14534

  
Guy M. Hicks

**Amendment to the Agreement  
Between  
Global Crossing Local Services, Inc. and  
Global Crossing Telemanagement, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated October 18, 2003**

Pursuant to this Amendment, (the "Amendment"), Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. ("Global Crossing") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 18, 2003 ("Agreement") to be effective upon the date of the last signature executing the Amendment

WHEREAS, BellSouth and Global Crossing entered into the Agreement on October 18, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

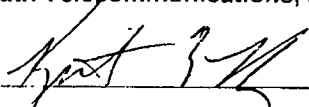
- 1 The parties agree to add the following provision to Attachment 2, Section 4 3 1 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
- 4 3 1 1 Where Global Crossing utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios
- 2 All of the other provisions of the Agreement, dated October 18, 2003, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

Melded Tandem Amendment  
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and  
year written below

BellSouth Telecommunications, Inc.

By



Name Kristen E Rowe

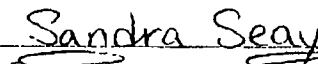
Title Director

Date

9/1/04

Global Crossing Local Services, Inc. and  
Global Crossing Telemanagement, Inc.

By



Name

Sandra Seay

Title

Director Carrier Relations

Date

9/1/04





[illegible]



[illegible]



[illegible]

[illegible]

[illegible]

**Amendment  
To the  
Interconnection Agreement  
Between  
Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated October 18, 2003**

Pursuant to this Amendment, (the "Amendment"), Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. (Global Crossing), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 18, 2003 ("Agreement") to be effective with the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Global Crossing entered into the Agreement on October 18, 2003, and,

WHEREAS, BellSouth and Global Crossing are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.6.4 of Attachment 2.
  - In addition to other charges specified in this Agreement for Local Number Portability, Global Crossing shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff.
3. All of the other provisions of the Agreement dated October 18, 2003 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

LNP Recovery Amendment  
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

**BellSouth Telecommunications, Inc.**

By



Name: Kristen E Rowe

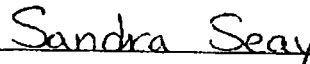
Title Director

Date

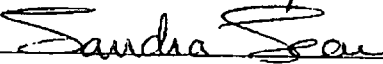
9/1/04

**Global Crossing Local Services, Inc. and  
Global Crossing Telemangement, Inc.**

By



Name



Title

Director Carrier Relations

Date

9/1/04